

MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR CONSULTANT SERVICES

Florida Department of Revenue Grant
Intensification of Geodetic Control, Phase III

The following agreement is designed to meet the requirements of the Florida Department of Revenue, the Leon County Property Appraiser's Office and the Tallahassee-Leon County GIS. Tallahassee-Leon County GIS, hereinafter referred to as the "Consultant," agrees to provide the following services to the Leon County Property Appraiser's Office, hereinafter referred to as the Property Appraiser.

SCOPE OF WORK AND TIME FOR COMPLETION

The Property Appraiser hereby retain the Consultant to furnish services and perform those tasks reasonably required to complete the tasks and deliverables described in the "Scope of Work," which is attached hereto as Exhibit "A" and is by reference incorporated herein. Such services and tasks are hereinafter referred to as the "Scope of Work." The Property Appraiser provides a schedule for the completion of services and tasks under this Agreement to occur no later than October 1, 2005, unless such time is extended by mutual agreement of the Parties. The services to be rendered and tasks to be completed by the Consultant shall be commenced and completed in accordance with that approved schedule. Both the Property Appraiser and the Consultant agree that time is of the essence in the completion of the work under this Agreement.

CHANGES IN THE SCOPE OF WORK

The Property Appraiser or Consultant may request changes that would increase, decrease or otherwise modify the Scope of Work. The parties shall negotiate any changes or revisions to the work. Any alterations, amendments, deletions, or waivers of this provision of this Agreement shall be valid only when reduced to writing and duly signed by the parties. In the event there are delays caused by actions of the Property Appraiser, the Property Appraiser will grant to the Consultant reasonable extensions of the contract time commensurate with the length of the delay.

CONTRACT SUM AND PAYMENTS

For the satisfactory performance of the services described in this Agreement, Consultant shall be paid a total sum not to exceed \$50,000, which amount shall be paid in accordance with Exhibit B, which is attached hereto and by reference incorporated herein. In addition, the Consultant shall assist in securing additional third party services on behalf of the Property Appraiser in the amount of \$100,000, as referenced in Exhibit B. As set forth with Exhibit B, the Consultant shall submit an invoice, in a format acceptable to the Property Appraiser for payment of the associated portion of Consultant's fee and those of the secured third party services. The Property Appraiser will make such payments within thirty (30) days after receipt of a proper invoice.

TERMINATION

- (a) If the contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the Property Appraiser, such failure shall be considered a default and shall entitle, but not obligate, the Property Appraiser to suspend performance under or to terminate this Contract, in whole or part, at the Property Appraiser's discretion, if the Contractor fails to cure such default within thirty (30) days after the receipt of a written notice thereof from the Property Appraiser. Furthermore, the Property Appraiser shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default hereunder. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the Contractor or for the Property Appraiser's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the Property Appraiser, the Contractor shall promptly stop work under this Contract on the date and to the extent specified by the notice, and complete performance of such services as shall not have been terminated by the notice.
- (b) In the event of termination for convenience, the Property Appraiser shall pay the Contractor (i) the full amount due for goods satisfactorily delivered and/or services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The Property Appraiser shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the City under this Contractor otherwise.

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

- (a) The contractor shall agree to -
- (1) Not to discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
 - (2) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
 - (3) Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Contractor is an "Equal Opportunity Employer."

PROVISION FOR ACCESS TO RECORDS

The Consultant shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of five years following the completion of all project work, or until all claims and audit findings involving these records have been received, whichever is later. The owner, the Florida Department of Revenue, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription.

INDEMNIFICATION

The Consultant agrees to hold the Property Appraiser, its officers, employees and agents, harmless against any and all claims, losses, damages, or lawsuits for damages, including but not limited to those for injuries to persons or damage to property, from incidents occurring during the performance of the services and arising from acts or omissions in the provision of services hereunder by the Consultant except for claims, losses or damages arising solely out of the actions or inactions of the Property Appraiser related to the services contemplated herein.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT by their duly authorized signatories on this date, October 15, 2004

Leon County, Florida

by: Bert Hartsfield
Bert Hartsfield, Property Appraiser

Tallahassee-Leon County GIS

by: [Signature]
Lee Hartsfield, Coordinator

TERMS OF PAYMENT

PROJECT SCHEDULE AND BUDGET

At the end of each month, the Consultant shall submit a progress report to the Property Appraiser. The Consultant shall be paid a total not to exceed \$50,000 for the services described in the Scope of Work, Exhibit A. The Consultant shall also submit invoices for the appropriately secured third party goods and/or services (\$100,000) as described below at the completion of each phase. The amounts to be paid for each phase also appear in the table below.

Phase	Description	Completion Date	Amount
Part I	Legal Dimension Update (TLC GIS \$45,000)	June 15, 2004	\$45,000
Part II	Geodetic Control Enhancement A) Planning & Field Review B) Densification of Certified Corners (TLC GIS \$5,000)	June 15, 2004	\$105,000
Total			\$150,000